

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-13-64443

HUD# 07-13-0659-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

UNIVERSITY OF IOWA

Office of Equal Opportunity and Diversity

202 Jessup Hall

Iowa City, Iowa 52242

TIFFINI STEVENSON EARL

University of Iowa

Office of Equal Opportunity and Diversity

202 Jessup Hall

Iowa City, Iowa 52242

COMPLAINANT

AUTUMN MAHER

5413 Urbandale Avenue

Des Moines, Iowa 50310

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their “no pets” policy for an assistance animal and this resulted in different terms and conditions of rental and a denial of housing based on disability. Respondents own or manage the subject property, a multi-unit student residence hall, located at 2555 Prairie Meadow Drive, parcel # 1008251001 Iowa City, Iowa 52242.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge the Federal Fair Housing Act (FHA) and the ICRA make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability. 42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a)(1).

4. Respondents acknowledge the FHA and ICRA make it unlawful

to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

5. Respondents acknowledge the FHA and ICRA make it unlawful

to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

6. Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals – defined as service animals, emotional support animals, or companion animals – are not considered pets under the FHA and ICRA and cannot, therefore, be subjected to pet fees or pet deposits.

Respondents acknowledge that allowing an assistance animal may qualify as a reasonable accommodation if the animal is needed to assist an individual with a disability as required by law. Under the FHA and ICRA, an assistance animal may qualify as a reasonable accommodation if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Housing providers cannot categorically restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, or special identification of assistance animals.

Respondents acknowledge they will consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation (companion dog).

Respondents acknowledge a housing provider can deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

Voluntary and Full Settlement

7. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

8. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

10. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

12. Respondents agree Tiffini Stevenson-Earl, University Residence Hall and Area Coordinators, and Housing and Dining staff who are responsible for responding to accommodation requests will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations. The training will also review the law prohibiting retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

Revised Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to implement changes to the following existing policies and practices:

a) University Housing and Dining will post a reasonable accommodations policy (Attachment 1) online at http://housing.uiowa.edu/files/housing.uiowa.edu/files/request_for_medical_accommodation_for_on-campus_housing.pdf

and utilize a Reasonable Accommodation request form (Attachment 2). Housing and Dining staff will be instructed to transfer oral inquiries regarding reasonable accommodations to the Contracts and Assignments Office. The University will provide a timely written response to all written and oral reasonable accommodation requests.

b) Respondents shall keep written records of each request for reasonable accommodation for a minimum of three years from date of receipt. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

c) Respondents agree to revise the University Operations Manual policy provision to allow for assistance animals – defined as including service animals, emotional support animals, or companion

animals in University Housing when a reasonable accommodation is necessary to afford the resident equal opportunity to use and enjoy a dwelling.

Relief for Complainant

14. Within ten (10) business days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$10,000, without any deductions.

Respondents agree to send the check to Complainant at the address listed on page one. Respondents also agree to send a copy of the settlement check to the Commission within seven (7) days of issuing the check.

The parties agree that if in the future Complainant applies to live in University housing and requests a reasonable accommodation, the University will respond to her request consistent with the policies and practices outlined above. Complainant has already submitted medical information to Respondents. Respondents may request to speak with Complainant and/or Complainant's health care provider about the relationship between her disability and the need for the requested accommodation (companion dog).

Respondents agree that all rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Complainant agrees to follow Respondents' rules, regulations and lease agreements. Complainant agrees she is solely responsible for the conduct of her assistance animal.

Reporting and Record Keeping

15. Respondent shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the training, as evidence of compliance with Term 12 of this Agreement.

16. Within sixty (60) days of the execution of this Settlement Agreement, Respondents shall submit a written report with copies of their updated policies and provisions to the Commission, as objective evidence that Respondents have revised their policies and practices, in compliance with Term 13 of this Agreement.

17. Respondents agree to send a copy of the settlement check to the Commission within seven (7) days of issuing the check as evidence of compliance with Term 14 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319

University of Iowa, RESPONDENT	Date
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Tiffini Stevenson Earl, RESPONDENT	Date
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Autumn Maher, COMPLAINANT	Date
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Beth Townsend, DIRECTOR	Date
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IOWA CIVIL RIGHTS COMMISSION

Request for Reasonable Accommodation

For University Housing & Dining

Students and prospective students who have a disability may make a written request for a reasonable accommodation at any time during their enrollment. Students and prospective students are required to submit this form to University Housing & Dining to document your reasonable accommodation request. When possible, please submit documentation soon after the submission date of your housing application to ensure you can be accommodated.

Student Information (this section to be completed by the student)

Name:

Student ID Number:

(Last, First, M.I.)

Address:

City:

State:

Zip Code:

Phone Number:

E-Mail Address:

(include area code)

UI Housing Assignment (if known):

Specific accommodation requested:

Relationship between limitation/disability and requested accommodation: _____ (on separate sheet) _____

Signature:

Date:

Return this completed form, relationship statement, and letter from your health care practitioner to:

Assistant Director

UH&D Contracts & Assignments Office

4141 Burge Hall

Iowa City, IA 52242-1298

Fax: (319) 335-2979

Information provided will remain confidential and only be shared with UI administrators involved in assisting with the request for a reasonable accommodation. It will have no bearing on your eligibility for housing.

Health Care Provider (to be completed by treating health care professional)

Name of Treating Health Care r Provider:

Specialty:

Phone number:

(include area code)

Address:

City: State: Zip Code:

Date of Initial Contact with Student: Most Recent Contact:

Practitioner should provide the following: 1) verification that you have been actively treating the individual making the request within the past year; 2) verification that the individual has a qualifying medical condition or disability that limits a major life activity; and 3) the recommended accommodation(s) and duration of accommodation, and an explanation of how the reasonable accommodation will assist the student. This should be provided on your professional office letterhead and included with this sheet.

REQUESTS AND PROCEDURES FOR STUDENTS WITH DISABILITIES

Philosophy

Students with a variety of physical and emotional disabilities are welcome and encouraged to live in the residence halls. We value the contributions all students make in the residence halls. Campus housing is intended for students who do not need adult supervision and can successfully live on their own.

Student needs differ individually, and University Housing & Dining will make reasonable accommodations for students with qualified disabilities.

Students and prospective students who have a disability, may make a written request for a reasonable accommodation at any time during their enrollment. Students and prospective students are required to submit the Request for Reasonable Accommodation form to University Housing & Dining to document their request. When possible, please submit documentation soon after the submission date of your housing application to ensure you can be accommodated.

It is important to communicate early and thoroughly with housing and dining staff to ensure students' needs can be met most effectively.

University Housing & Dining is committed to provide food options that meet the needs of our customers with special diets. Reasonable accommodations are available to meet the needs of eligible students. For more information, please refer to the dining web site at dining.uiowa.edu.

Process

Student must make a written request to University Housing & Dining for a reasonable accommodation. Please use the following link to request accommodations:

http://housing.uiowa.edu/files/housing.uiowa.edu/files/request_for_medical_accommodation_for_on-campus_housing.pdf

The form to be submitted by the student must include the individual's name and student ID number, housing assignment (if already assigned), the specific accommodation requested, and a statement discussing the relationship between the limitations associated with the disability and the requested accommodation. Students are also expected to provide written support from a qualified health care professional. This documentation must be dated less than one year from the request and include the following information:

- 1) Verification that this professional has been actively treating the individual making the request within the past year;
- 2) Verification that the person has a qualifying disability that impacts a major life activity;
- 3) The recommended accommodation(s) and an explanation of how the accommodation will assist the student.

If you have questions about the requirement for documentation, please contact University Housing & Dining. Once your request is received, you will be contacted by a member of the Contracts & Assignments office (or University Dining staff if a food accommodation is requested) to verify information or seek clarification about the limitations and the requested accommodation in order to assist with individual accommodations. Requests for accommodations submitted less than 30 days prior to a student's arrival at the University may not be fulfilled prior to occupancy. Please understand that not every residence hall room is accessible to students with disabilities.

Information provided will remain confidential and only be shared with University administrators involved in assisting with the request for an accommodation. Students needing accommodations which do not impact their housing or dining situation should contact Student Disability Services at (<http://www.uiowa.edu/sds/>) or 319-335-1462.

Accommodations regarding assistance animals defined as service animals, emotional support animals or companion animals.

Pets (other than aquarium fish) are not allowed in University housing. However, University Housing & Dining will consider requests for assistance animals (s defined as service animals, emotional support animals or companion animals) as accommodations in appropriate circumstances. Animals living in the residence halls create a unique variable in community living, potentially impacting the entire community in differing ways. As such, care must be taken to ensure the rights of all residents living in the community are protected.

Reasonable accommodation requests that involve animals will follow the normal accommodation process for any student who presents a disability.

Once a request is approved, students must comply with state and local requirements regarding vaccinations and licensing. The student must provide verification from the animal's veterinarian stating that the animal complies with the state and local requirements, is socialized, does not have a history of aggressive behavior, and does not pose a threat to the other members of the community.

Limitations

Under most circumstances, only one assistance animal is allowed per resident or room. Assistance animals in residence halls must be able to tolerate the small room size and other unique aspects of residence hall living and not disrupt the learning environment of the residence halls, or the safety and comfort of other residents.

Service animals are allowed in all university facilities, including dining halls. Students with assistance animals are encouraged to respect other residents by keeping them in their individual rooms other than as necessary to take the animal out of the building. Assistance animals must be on a leash or harness when being transported out of the building, unless in the case of a service animal, a leash would interfere with the service animal's safe, effective performance of work or tasks.

Students who require assistance animals should be sensitive to the quality of life for an animal living in a small living space. Owners are required to clean up after their animals, and will be responsible for any damages caused by the animal. Assistance animals that are a nuisance due to noise, hygiene, or aggressiveness will not be allowed to continue living in the residence halls.

All community members of a floor or individual apartment will be notified if a student requires an assistance animal. Residents with concerns about being in a room/suite with an assistance animal will be expected to engage in an interactive process to resolve conflicts. Students with a verified disability that requires an assistance animal will be given equal consideration for assignment to a single room as student with any other verified disability; that assignment will be at the scheduled rate for that room type.

Accommodations in leased properties

These procedures only apply to the on-campus residence halls owned by the University (Burge, Daum, Currier, Stanley, Hillcrest, Quadrangle, Rienow, Slater, Mayflower and Parklawn). The off-campus facilities operated by University Housing & Dining (Centerstone, Building 3 at Hawks Ridge, Dubuque House, and Bloomington House) are leased properties not owned by the University. As such, requests for accommodations in these buildings may not be honored without approval of the property owners. In these cases, the University will make the request on behalf of the student requesting accommodation.